

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION OF THE GOVERNING BODY OF WEST VALLEY CITY, UTAH, AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE-PURCHASE AGREEMENT AND RELATED DOCUMENTS WITH RESPECT TO THE LEASE FOR FLEET VEHICLES AND AUTHORIZING THE EXECUTING AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, WEST VALLEY CITY, UTAH (the "Lessee"), a municipal corporation of the State of Utah, is authorized by the laws of the State of Utah, to lease property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to lease (equipment) for the Lessee to perform essential governmental functions; and

WHEREAS, in order to lease such property and improvements, the Lessee proposes to enter into that certain Governmental Lease Purchase Agreement (the "Agreement") and related documents from time to time provided in the Agreement with Wells Fargo Securities, LLC (the "Lessor"), the form of which has been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee hereby determines that it is in the best interests of the health, safety and benefit of the citizens of the Lessee and to the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and the related documents as provided in the Agreement for the lease to be therein described on the terms and conditions therein provided; and

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of Lessee, the City Council of West Valley City, Utah, as follows:

Section 1. Approval of Documents.

The form, terms and provisions of the Agreement and the related documents as provided in the Agreement are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the City Manager and City Attorney of the Lessee, the execution of such documents being

conclusive evidence of such approval; and the Mayor of the Lessee is hereby authorized and directed to execute the Agreement and all related documents and to deliver the Agreement and all related documents (including Exhibits) to the respective parties thereto.

Section 2. Other Actions Authorized.

The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement and all related documents to carry out, give effect to and consummate the transactions contemplated thereby (including without limitation the execution and delivery of Acceptance Certificates, IRS Forms and any tax certificate and agreement and all other documents as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement.

Section 3. No General Liability.

Nothing contained in this Resolution, the Agreement any related document or any other Instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, any related documents or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the rental payments or purchase payments payable under the Agreement are special limited obligations of the Lessee as provided in the Agreement.

Section 4. Appointment of Authorized Lessee Representatives.

The City Manager and the Finance Director of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Agreement and all related documents until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement and all related documents.

Section 5. Qualified Tax-Exempt Obligation.

The Lessee hereby represents that the Lessee (including all “subordinate entities” of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the 2008 calendar year obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than “private activity bonds” as defined in Section 141 of the Code) in an amount greater than \$30,000,000.00. Pursuant to Section 265(b)(3) of the Code, the Lessee hereby specifically designates the

obligations under the Agreement as a “qualified tax-exempt obligation” with the meaning of Section 265(b)(3)(B) of the Code.

Section 6. Severability.

If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Repealer.

All orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any order, resolution or ordinance or part thereof.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2009.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER